



FEMA



**US Army Corps
of Engineers®**

MEMORANDUM OF UNDERSTANDING BETWEEN
THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
AND
THE U.S. ARMY CORPS OF ENGINEERS (USACE)
FOR
ALIGNMENT OF LEVEE ACTIVITIES, INFORMATION, AND MESSAGING

This is a Memorandum of Understanding (MOU) between the Federal Emergency Management Agency (FEMA) and the U.S. Army Corps of Engineers (USACE). When referred to collectively, FEMA and USACE are referred to as the "Parties."

1. **BACKGROUND:** Though FEMA and USACE have different roles and responsibilities related to levee systems, both agencies are concerned with life safety, reduction of property damage due to floods and communicating flood hazards and risks. Pursuant to Section 100226 of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law 112-141, Div. F, Title II (July 6, 2012), 42 U.S.C. § 4101 note, FEMA and USACE formed the Flood Protection Structure Accreditation Task Force (Task Force) to identify processes that will clarify areas of direct alignment and ensure levee information can be used interchangeably between both agencies. The final Task Force report outlining the recommended program and process improvements was provided to the required congressional committees on November 18, 2013.

2. **PURPOSE:** The purpose of this MOU is to formalize the commitment between FEMA and USACE to establish a coordinated approach for levee activities that is aligned with the policies and goals of both agencies to promote life safety, flood risk reduction, risk communication, and sound national investments. Specifically, this MOU will define the agreements between the Parties related to how the actions described in the Task Force report will be carried out.

3. **UNDERSTANDING OF THE PARTIES:** To the extent practicable, the Parties agree to:

3.1. Continue coordination as policies and activities evolve for both the FEMA National Flood Insurance Program (NFIP) and the USACE Levee Safety Program.

3.1.1. Both Parties agree to participate on policy development and update efforts related to levee systems, subject to request.

3.1.2. Both Parties agree to seek opportunities to promote flood risk reduction activities, such as flood warning and evacuation planning in each agency's respective policies.

3.2. Improve transparency and efficiency in collecting, reporting, analyzing, and sharing levee information, among both Parties and with those living and working behind levee systems, including emergency management and public safety officials, and other affected stakeholders.

3.2.1. Both Parties agree to use the National Levee Database as the central repository of levee information for both agencies' programs.

3.2.2. Both Parties agree to establish joint processes to outline the procedure and format in which levee information will be exchanged between the agencies.

3.2.3. USACE will ensure that each time it conducts a risk assessment for a levee system, it will also provide a determination on levee performance to FEMA for NFIP mapping purposes. FEMA will consider the risk assessment results and determine any additional coordination needed with the community and levee sponsor for NFIP mapping purposes/revisions, including NFIP map revisions to have the levee system shown as accredited or non-accredited. ("Community" is defined in the Code of Federal Regulations (CFR) at Title 44, Chapter 1, Section 59.1.)

3.2.4. When the community requests to have the flood hazards revised on a NFIP map, or when there is a FEMA initiated NFIP map revision, in accordance with the NFIP regulations in the CFR at Title 44, Chapter 1, Paragraph 65.10(e), FEMA will accept a risk assessment from USACE, a federal agency with responsibility for levee design, as fulfilling the design criteria requirements in 44 CFR Section 65.10. The Parties will work with communities and levee sponsors to collect any remaining levee information that may be needed beyond the risk assessment for NFIP mapping purposes.

3.2.5. Each time USACE conducts a levee inspection, USACE will identify when a levee system meets or does not meet a specified subset of requirements in 44 CFR Section 65.10. This identification will be made directly in every levee inspection report and be provided to FEMA. FEMA will consider these inspection results and determine any additional coordination needed with the community and levee sponsor for NFIP mapping purposes. When the community requests to have flood hazards revised on a NFIP map, or when there is a FEMA initiated NFIP map revision, FEMA will accept a USACE levee inspection report showing that all, or part, of the subset of requirements in 44 CFR Section 65.10 are met. For NFIP map revisions to show a levee system as accredited, the community has the responsibility to meet the remaining 44 CFR Section 65.10 requirements.

3.2.6. Each time USACE conducts a levee screening (a coarse risk assessment to quickly characterize risk associated with a levee system), it will identify when a levee system meets or does not meet a specified subset of requirements in 44 CFR Section 65.10. This identification will be made directly in every levee screening and be provided to FEMA. FEMA will consider the USACE levee screening results and determine any additional coordination needed with the community and the levee sponsor for NFIP mapping purposes. When the community requests to have flood hazards revised on a NFIP map, or when there is a FEMA initiated NFIP map revision, FEMA will accept a USACE levee screening showing that all, or part, of the subset of requirements in 44 CFR Section 65.10 are met. For NFIP map revisions to show a levee system as accredited, the community has the responsibility to meet the remaining 44 CFR Section 65.10 requirements.

3.3. Promote consistent information sharing and messaging.

3.3.1. Both Parties agree to continue actions to increase community and levee sponsor understanding of their roles and responsibilities regarding the requirements for operation and

maintenance of levee systems and for participation in the NFIP and/or in the USACE Levee Safety Program.

3.3.2. Both Parties agree to participate in the development of each respective agency's levee related external communication materials, when those materials relate to the NFIP and the USACE Levee Safety Program.

3.3.3. Both Parties agree to promote the accessibility of the best available levee information, including associated flood risks, to levee sponsors, state agencies, tribes, and communities.

3.3.4. Both Parties agree to establish internal processes for joint coordination prior to communication of levee information externally, to include answering public, news media, and congressional, intergovernmental, and other stakeholder inquiries.

4. GENERAL PROVISIONS:

4.1. POINTS OF CONTACT: The following points of contact will be used by the Parties related to the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

4.1.1. For FEMA – Headquarters Levee Subject Matter Expert, Risk Analysis Division

4.1.2. For USACE – Headquarters Levee Safety Program Manager

4.2. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources. Any exchange of funds or manpower between the Parties must be made by separate agreement and under specific statutory authority; this MOU does not provide such authority.

4.3. ENFORCEMENT: Nothing in this MOU may be construed to obligate the Parties to any current or future expenditure of resources. Each Party will handle its own activities and use its own resources, including the expenditure of its own funds, in pursuing the objectives enumerated in this MOU. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner, as consistent with any applicable laws, regulations or policies. Nothing in this MOU is intended to alter, limit, or expand the Parties' statutory or regulatory authorities. Nothing in this MOU intended to create any substantive or procedural right or benefit enforceable at law by any Party against the United States, its agencies, its officers, or any person.

4.4. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive Order, directive or instruction, be resolved by consultation between the Parties.

4.5 MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

4.6. EXPIRATION DATE: This MOU expires in nine (9) years, unless renewed in writing by the parties for an additional nine (9) years.

4.7. TERMINATION: This MOU may be terminated in writing at will by either Party.

4.8. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

APPROVED BY:



Roy E. Wright
Deputy Associate Administrator for Mitigation
Federal Insurance and Mitigation Administration
Federal Emergency Management Agency

NOV 13 2014

Date



James C. Dalton, P.E., SES
Chief, Engineering and Construction Division
Directorate of Civil Works
U.S. Army Corps of Engineers

NOV 13 2014

Date